



GSA National Capital Region

SEP 30 2014

Clark Construction  
7500 Old Georgetown Road  
Bethesda, MD. 20814

Re: Contract No. GS11P14MKC0058, General Construction for the Phase 1C Harry S Truman Modernization Project, Washington, D.C.

Gentlemen:

Your final proposal revision dated August 28, 2014 is hereby accepted and incorporated into the contract. Award is made for Contract No. GS11P14MKC0058 in the amount of \$77,367,000.20 (non-PLA price) for the Base Contract and three (3) options, including all items in RFP GS11P14MKC0058, and Amendments 1 through 12.

The following Home Office Overhead Rate and Field Office Extended Daily Rate are accepted:

(Overhead Rate (Home Office)): 2.5%.

(Field Office Extended Daily Rate): \$3,000/day

One copy of the contract, together with three copies each of the Performance Bond Standard Form 25 and the Payment Bond Standard Form 25A are enclosed. The enclosed signed contract is to be retained by you. The original and one copy of each of the performance and payment bond forms must be executed and returned to this office within fifteen (15) calendar days. Notice to proceed will be issued after review and acceptance of the bonds.

Sincerely:

(b) (6)

Vincent E. Matner, P.E.  
Contracting Officer

Enclosures

<b>SOLICITATION, OFFER, AND AWARD</b> <b>(Construction, Alteration, or Repair)</b>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	GS-11P-14-MK-C-0058	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	JUN 30, 2014	1 3

**IMPORTANT** - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. GS-11P-14-MK-C-0058	5. REQUISITION/PURCHASE REQUEST NO. WPC-14-0275	6. PROJECT NO.
7. ISSUED BY REGIONAL OFFICE BLDG 7TH & D STREETS SW WASHINGTON DC 20407-0001	CODE DC0031ZZ	8. ADDRESS OFFER TO
9. FOR INFORMATION CALL:		a. NAME Aretha T. Latimer b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-690-9427 terrie.latimer@gsa.gov

### SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

See Attached

11. The contractor shall begin performance <u>1</u> calendar days and complete it within <u>1338</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____).	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS  5
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>5</u> copies to perform the work required are due at the place specified in Item 8 by <u>2:00 PM ET</u> (hour) local time <u>JUN 30, 2014</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

## OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

Clark Construction Group, LLC  
7500 Old Georgetown Road  
Bethesda, MD 20814

15. TELEPHONE NO. (Include area code)

301.272.8100

16. REMITTANCE ADDRESS (Include only if different than item 14.)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS See Attached Bid Form

18. The offeror agrees to furnish any required performance and payment bonds.

## 19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.	1	2	3	4	5	6	7	8	9	10
DATE.	Jun 09, 2014	Jun 16, 2014	Jun 18, 2014	Jun 23, 2014	Jun 25, 2014	Jun 26, 2014	Jun 30, 2014	Jun 30, 2014	Jul 01, 2014	Aug 19, 2014

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

Brian A. Abt, President and CEO, Mid-Atlantic Region

20b. SIGNATURE

(b) (6)

20c. OFFER DATE

28 Aug, 2014

## AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

All items included in RFP GS11P14MKC0058, Amendments No. 1-12, Revised Section B Amendment No. 7 dated 6/30/2014 and Phase 1C BP1, BP2, BP3 dated May 13, 2014, PH1C & PH2 Elevator EPU dated July 23, 2012 100% CDs, & Home Office Overhead Rate & Extended Daily Field Office Rate

22. AMOUNT

\$77,367,000.20

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ( )☐ 41 U.S.C. 253(c) ( )

26. ADMINISTERED BY

GSA Office of Project Delivery  
Contracts Division (WPCC)  
301 7th Street SW Room 2002  
Washington, D.C. 20407

27. PAYMENT WILL BE MADE BY

GSA FINANCE DIVISION  
PBS Payments Branch BCFA  
PO Box 17181  
Ft. Worth, TX 76102

## CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☒ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN  
(Type or print)

31a. NAME OF CONTRACTING OFFICER (Type or print)

Vincent E. Matner, P.E.  
Contracting Officer

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

(b) (6)

31c. DATE

SEP 30 2014

# SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>Contracting Officer: Vincent E. Matner, P.E., 202-708-4617, vince.matner@gsa.gov</p> <p>Primary Contracting Officer Representative: Jagannath Bhargava, 202-708-6944</p> <p>Alternate Contracting Officer Representative(s): None</p> <p>Primary Technical Point of Contact: None</p> <p>Alternate Technical Point of Contact(s): None</p> <p>Department of State (DOS) - General Construction Services for the Phase 1C Harry S Truman Building, Modernization Project in Washington, D.C.</p> <p>The General Contractor for the DOS Phase 1C Harry S. Truman Building work will include: general demolition, exterior wall hardening, blast windows, progressive collapse mitigation, an upgrade of all: mechanical, electrical, plumbing, communication, fire protection, circulation, and security systems, and will upgrade all core architectural finishes, and provide all new tenant functional spaces. New core and shell structures constructed include corridors, utilities, and ADA toilet rooms. Tenant fit-out offices to be constructed based on DOS criteria.</p> <p>The General Contractor must submit to GSA a construction baseline schedule and a critical path method (CPM) schedule with schedule of values. On a daily basis, the General Contractor will manage all project activities and their relationships with interdependencies.</p> <p>The Government expects either the General Contractor's Superintendent or Project Manager to meet weekly with GSA's site Construction Manager to review the submitted schedule to assure that the construction documents conform to all the contractual requirements; particularly with respect to the contractual milestones and the completion dates in the construction documents.</p> <p>It is required that all construction journeymen and laborers of all disciplines are paid in accordance with the current Davis Bacon Wage Determination.</p> <p>This award includes the following Options:</p> <p>Option No. 1 Provide and install Rainwater</p> <p>Option No. 2 Provide and install Solar Domestic Hot Water</p> <p>Option No. 3 Provide and install an emergency generator for elevators</p> <p>(b) (4)</p>				

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0002	<p>PR NUMBER: WPC-14-0275A  DELIVERY DATE: 03/18/2018  SHIP TO:  2201 C ST NW  WASHINGTON DC 20520-0099  FOB : Destination</p> <p>Department of State (DOS) - General Construction Services for the Phase 1C Harry S Truman Building, Modernization Project in Washington, D.C.</p> <p>Contractor shall provide general construction services as stated in the contract documents that will include: Hazardous Material Abatement.</p> <p>(b) (4)</p>				
0003	<p>DELIVERY DATE: 03/18/2018  FOB : Destination</p> <p>Department of State (DOS) - General Construction Services for the Phase 1C Harry S Truman Building, Modernization Project in Washington, D.C.</p> <p>Contractor shall provide general construction services as stated in the contract documents.</p> <p>(b) (4)</p>				
0004	<p>DELIVERY DATE: 03/18/2018  FOB : Destination</p> <p>Department of State (DOS) - General Construction Services for the Phase 1C Harry S Truman Building, Modernization Project in Washington, D.C.</p> <p>Contractor shall provide general construction services as stated in the contract documents.</p> <p>(b) (4)</p>				
0005	<p>DELIVERY DATE: 03/18/2018  FOB : Destination</p> <p>Department of State (DOS) - General Construction Services for the Phase 1C Harry S Truman Building, Modernization Project in Washington, D.C.</p> <p>Contractor shall provide general construction services as stated in the contract documents.</p> <p>(b) (4)</p>				

(b) (4)

(b) (4)

**APPROVED**

By Fabin Francis at 2:18 pm, Sep 30, 2014

FOR BA80 -  
P1140001

(b) (4)

(b) (4)

# SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0006	<p>Department of State (DOS) - General Construction Services for the Phase 1C Harry S Truman Building, Modernization Project in Washington, D.C.</p> <p>Contractor shall provide general construction services as stated in the contract documents.</p> <p>(b) (4)</p>				
0007	<p>DELIVERY DATE: 03/18/2018 FOB : Destination</p> <p>Department of State (DOS) - General Construction Services for the Phase 1C Harry S Truman Building, Modernization Project in Washington, D.C.</p> <p>Contractor shall provide general construction services as stated in the contract documents.</p> <p>(b) (4)</p> <p>DELIVERY DATE: 03/18/2018 FOB : Destination</p>				

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## General Construction Contract for the Phase 1C Modernization of the Harry S Truman Building

### The Agreement

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## **I. Project Information**

### **I.A. Project Summary**

The modernization of the Harry S Truman Building consists of two phases that will bring this facility up to code and modern standards. Phase 1 will modernize approximately 1,128,000 Gross Square Feet (GSF) and Phase 2 approximately 1,388,000 GSF out of a total of 2,516,000 GSF in the building. Phase 1, the North Side of the building is divided into three sub phases 1A, Old War; 1B, Main State, North Center, and 1C, Main State, North West. Construction of phase 1A and phase 1B is complete. Phase 1C will begin in FY14.

The work will include hazardous material abatement, general demolition, exterior wall hardening, blast windows, progressive collapse mitigation, an upgrade of all mechanical, electrical, plumbing, communication, fire protection, circulation, and security systems, and will upgrade all core architectural finishes, and provide all new tenant functional spaces. New core and shell structures constructed include corridors, utilities, and ADA toilet rooms. Tenant fit-out offices to be constructed based on DoS criteria.

### **I.B. The Contract**

(1) The Contract consists of the SF 1442, the Agreement, the Statement of Work, Specifications, Drawings, Exhibits, Amendments, Modifications, and other Attachments identified herein (collectively, the Contract Documents). The Contract contains the entire agreement of the Parties, and no prior written or oral agreement, express or implied, shall be admissible to contradict or modify any part of the Contract.

(2) The Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution of the work described in and reasonably inferable from the Contract Documents (the Work), whether temporary or permanent. In consideration for, and upon condition of, the Contractor's completion of the Work, GSA shall pay the Contractor the price or prices established in Section II, subject to the terms and conditions set forth in this Contract.

### **I.C. Period of Performance**

(1) *Commencement.* The Contractor shall commence performance of the Work within 1 day after the Contractor receives the Notice to Proceed (NTP). The award of this contract is anticipated for approximately September 2014, however, two NTPs will be issued. An Administrative NTP will be issued after Performance and Payment Bonds have been verified and approved around October 2014 and the construction NTP for the Period of Performance will be on or about March 2015.

After the Administrative NTP is issued, the contractor will be responsible for the following:

- 1) Obtaining HSPD-12 for its key personnel
- 2) Mobilization
- 3) Submittals
- 4) Cost loaded schedule

(2) *Substantial Completion.* A Construction NTP will be issued 157 calendar days after the Administrative NTP. The Contractor shall achieve Substantial Completion of the Work, as that term is defined in this Agreement, no later than 1121 calendar days from issuance of the construction Notice to Proceed (NTP).

(3) *Contract Completion.* The Contractor shall achieve Contract Completion, as the term is defined in this Agreement, 60 days after Substantial Completion is reached, a total of 1338 calendar days for Period of Performance after the Administrative NTP.

#### **I.A. Work Conditions/Site Requirements**

This RFP, for the Phase 1C office space to be renovated, is known as the Phase 1C area of the Harry S Truman Building. This renovation includes space associated with the Phase 1C office area such as mechanical, electrical and elevator machine rooms that support the office space in Phase 1C. It includes demolition, removal of hazardous materials, and new construction of Core and Shell work as well as Tenant Fit Out work. The new Core and Shell work includes construction of architectural, mechanical, electrical, fire protection, plumbing, telecommunications, new windows and elevator upgrade elements of work. The new Tenant Fit Out work includes construction of architectural, mechanical, electrical, and telecommunications elements of work.

Tenant vacates Floors 6 and 7

Floors 6 and 7 shown on the contract drawings will remain fully occupied until 427 calendar days after Construction Notice to Proceed.

The contractor will not have access to perform any contract work, including but not limited to, abatement, demolition, hardening or new work installation on floors 6 and 7 until 427 calendar days after Construction Notice to Proceed.

The contractor shall maintain all existing services to floors 6 and 7, including but not limited to, mechanical, electrical, plumbing, telecommunications, fire alarm, life safety egress and security systems except for elevators and toilet facilities.

It will be the contractor's responsibility to make any and all changes to the existing systems to maintain existing services to floors 6 and 7 while performing contract work on the other floors shown in the contract drawings. Contractor shall maintain all existing equipment and systems that support floors 6 and 7. Contractor shall submit a plan for approval that shows how all equipment and services supporting floors 6 and 7 will remain in service. This plan shall be submitted 90 calendar days after Administrative Notice to Proceed.

#### **Authorized Representative**

(1) This Contract is between the United States of America, acting by and through the Administrator of General Services (GSA), and the Contractor (the Parties). References in this Contract to "the Owner" or "the Government" shall be understood to refer to GSA. The following individual is designated as the only authorized GSA representative under this Contract, unless other warranted contracting officers are designated in writing:

## **GSA Contract No. GS-11P-14-MK-C-0058**

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### **Contract Negotiator/Specialist:**

Name: Terrie Latimer  
Address: GSA 301 7<sup>th</sup> Street, S.W., Washington, D.C. 20407  
Telephone: 202-997-3896  
Email: [Terrie.latimer@gsa.gov](mailto:Terrie.latimer@gsa.gov)

(2) GSAR 552.236-71, Authorities and Limitations, is incorporated by reference in this Contract.

### **I.E. Liquidated Damages Rate**

In accordance with the "Liquidated Damages" clause in Section III (Terms and Conditions), liquidated damages shall be calculated at the rate of \$73,641.53 per calendar day.

### **I.F. Buy American Act Exceptions**

For the applicable Buy American Act clause and any exceptions, see Section IV of this Agreement.

### **I.G. Statement of Work, Specifications, Drawings, Exhibits, and Other Attachments**

The following documents are incorporated by reference into this Contract.

- (1) Specifications for Contract No. GS-11P-14-MK-C-0058, Dated May 13, 2014
- (2) Construction Drawings for Contract No. GS-11P14-MK-C-0058, Dated May 13, 2014 (Option 3 – July 23, 2012)
- (3) Wage Determination DC140002, Dated 5/30/2014
- (4) Small Business Subcontracting Plan

Ensure that you have a certified check, made out to the GSA, for \$3000.00 for each set of Construction documents (compact disc) you require. Also, ensure the person picking up the contract documents possesses valid identification consisting of either (a) a current business license and a valid state driver's license, or (b) a current DUNS number and a valid state driver's license.

## **II. Prices**

### **II.A. Basis of Pricing**

(1) *Contract Prices.* All Contract prices set forth in this Section include all costs necessary to complete the work for which the price is established (e.g., Base Contract, Unit Prices, Options) in accordance with the Contract Documents, including, but not limited to, the cost of work performed by subcontractors and consultants, indirect costs, fees, expenses, taxes, and profit.

(2) *Knowledge of Conditions Affecting Price.* FAR 52.236-3, Site Investigations and Conditions Affecting the Work, is incorporated by reference in this Contract. The Contractor shall be presumed to have established all prices with knowledge of general and local conditions that may affect the cost of Contract performance at the site where the Work is to be performed, to the extent that such information is reasonably obtainable.

(3) *Unit Prices.* If any portion of the Work is to be performed on a unit price basis, the Unit Price shall include all costs of coordinating and incorporating the unit-priced portion of the Work into the Base Contract Work. The Contractor shall only be obligated to perform unit-priced work for the number of units awarded. The Contractor shall be obligated to perform such work in excess of a unit quantity awarded only if directed by the Contracting Officer in writing. The

Contractor shall be bound to the unit price or prices set forth herein in all equitable adjustments for changes including unit priced work, and no markups shall be applied to such unit prices.

(4) *Options.* If any portion of the Work is to be performed upon the timely exercise of an Option, the Option Price shall include all costs of coordinating and incorporating the Option-priced portion of the Work into the Base Contract Work. An adjustment to the Contract price for such additional work shall be computed solely on the basis of the Option price or prices set forth herein.

(5) *Bid Rates.* If this Contract includes Bid Rates to be used in determination of equitable adjustments (e.g., overhead, profit, daily rates for time-related costs), such rates shall be deemed to include all costs recoverable as components of an equitable adjustment consistent with the requirements, definitions, and exclusions applicable to equitable adjustments set forth in this Contract, and consistent with the Contractor's cost accounting practices.

## II.A. 2 Evaluated Total Cost Method (ETCM)

The Evaluated Total Cost Method (ETCM) is an evaluation technique which measures the lowest total overall project cost to the government. The ETCM considers Total Offer, Home Office Overhead Rate, and Field Office Extended Daily Rate. The rates below will be incorporated into and become part of the contract and will be used in the performance of the contract after award.

(a) PRICE FACTORS: The following price factors are to be **entered by offeror** on Contract Price Forms (II.B) and be used by the Government in the price evaluation.

(1) Base Contract Offer (as written in II.B.1.2) \$ \_\_\_\_\_

(2) Overhead Rate (Home Office)\* \$ \_\_\_\_\_

( \_\_\_\_\_ x \$4,000,000 in Estimated Changes)  
Contractor Mark-up (%)

(3) Field Office Extended Daily Rate\* \$ \_\_\_\_\_

( \_\_\_\_\_ x 90 Days in Estimated Delay)  
Daily Rate Offered (\$)

\*The quantities shown above (\$4,000,000 and 90 days) are for evaluation purposes only. However, the Overhead Rate (Home Office) (%) and the Field Office Extended Daily Rate (\$/day) will be incorporated into the contract at award and will be used for pricing change orders/modifications for the life of the contract.

\*THE ABOVE PRICE FACTORS (1), (2), AND (3), MUST BE COMPLETED BY THE OFFEROR. Failure to enter the Price Factors in II.B may render the offeror ineligible for award. The Government anticipates award on one (1) of the Total Offers pricing in II.B.

(b) DEFINITIONS:

(1) Base Contract Offer – This is the total lump sum, firm fixed price for all work in Base Contract.

(2) Overhead Rate (Home Office) – Home Office Overhead is defined as all overhead costs other than extended overhead cost. Examples include, but are not limited to, general and administrative home office costs and non-time related field office costs. This is provided by the Contractor and is expressed as a percentage of direct costs.

(3) Field Office Extended Daily Rate – Extended daily rate (Field Office) is defined as, and shall include, field office costs for all personnel, to include but not limited to, the project superintendent and clerical persons, all plant, all utilities, and supplies which are related and incurred on a time basis. This is provided by the Contractor and is expressed as a dollar per calendar day.

Each offeror will be evaluated on the same one (1) of the two (2) total offers. The Government shall make the determination of which one of the two total offers will be used for price evaluation.

II.A.2.c. The Evaluated Total Cost will be calculated by adding the price of one (1) of the two (2) total offers noted in Section II. B (Total Offer for 1,265 calendar days duration), to Home Office Overhead Rate price and the Field Daily Rate price.

## II.B. Contract Price Forms

### II.B.1 FIRM FIXED PRICE OFFER

A Firm Fixed Price (lump sum) shall be provided for all work on the enclosed SF1442 per the Phase 1C Modernization of the Harry S Truman Building. (b) (4)

II.B.1.2 BASE CONTRACT OFFER:

\$

(Sum of Divisions 1 through 14, 21 through 23, 26 through 28, and 31 - 33)

### BASE CONTRACT OFFER BREAKDOWN:

Volume I		
DIVISION	LINE ITEM	OFFER (\$)
Division 1	General Requirements	\$(b) (4)
Division 2	Existing Conditions	\$
Division 3	Concrete	\$
Division 4	Masonry	\$
Division 5	Metals	\$
Division 6	Wood/Plastics & Composites	\$
Division 7	Thermal/Moisture Protection	\$

Division 8	Openings	\$ (b) (4)
Division 9	Finishes	\$ (b) (4)
Division 10	Specialties	\$ (b) (4)
Division 11	Equipment	\$ (b) (4)
Division 12	Furnishing	\$ (b) (4)
Division 13	Special Construction	\$ (b) (4)
Division 14	Conveying Systems	\$ (b) (4)

Volume II		
DIVISION	LINE ITEM	OFFER (\$)
Division 21	Fire Suppression	\$ (b) (4)
Division 22	Plumbing	\$ (b) (4)
Division 23	HVAC – Heating Ventilation & Air Conditioning	\$ (b) (4)
Division 26	Electrical	\$ (b) (4)
Division 27	Communication	\$ (b) (4)
Division 28	Electronic Safety & Security	\$ (b) (4)
Division 31	Earthwork	\$ (b) (4)
Division 32	Exterior Improvements	\$ (b) (4)
Division 33	Utilities	\$ (b) (4)

**II.B.2 Total Contract Offer:**

(1) Base Contract Offer (as written in II.B.1.2) \$ (b) (4)

(2) Overhead Rate (Home Office)\* \$ (b) (4)

(b) (4) x \$4,000,000 in Estimated Changes)

(Contractor Mark-up (%))

(3) Field Office Extended Daily Rate\* \$ (b) (4)  
( (b) (4) x90 Days in Estimated Delay)  
(Daily Rate Offered (\$))

\*The quantities shown above (\$4,000,000 and 90 days) are for evaluation purposes only. However, the Overhead Rate (Home Office) (%) and the Field Office Extended Daily Rate (\$) will be incorporated into the contract at award and will be used for pricing change orders/modifications for the life of the contract.

### II.B.3 Options

1. Option No. 1 – Provide and install Rainwater Harvesting System.  
\$ (b) (4)
2. Option No. 2 – Provide and install Solar Domestic Water Heating System  
\$ (b) (4)
3. Option No. 3 – Provide and install an Elevator Emergency Power System.  
\$ (b) (4)

II. B.3.1. Total Options Offer \$ (b) (4)

### II.B.4. Evaluated Total Cost

(II.B.2 (1)+(2)+(3) + II.B.3.1)

(b) (4)

## III. Terms and Conditions

### III.A. Commencement, Prosecution, and Completion of Work

FAR 52.211-10, Commencement, Prosecution, and Completion of Work, is supplemented as follows:

The Contractor shall not commence the Work until the Contracting Officer has issued the NTP. The Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of the Work, as defined in Section III (Terms and Conditions), "Substantial Completion and Contract Completion" clause, within the time specified in Section I (Project Information), "Period of Performance" clause. If the Contract specifies different completion dates for different phases or portions of the Work, the Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of such phases or portions of the Work within the times specified.

### III.B. Contractor Responsibilities

- (1) For the purposes of FAR 52.236-1, Performance of Work by the Contractor, the Contractor shall perform at least fifteen (15%) percent of the Work.
- (2) Unless otherwise expressly stated in the Contract, the Contractor shall be responsible for all means and methods employed in the performance of the Contract.
- (3) The Contractor shall be responsible for coordinating all activities of subcontractors. This responsibility includes coordination of: preparation of shop drawings produced by different subcontractors where their work interfaces or may potentially conflict or interfere and the your proposal.

installation of such work; scheduling of work by subcontractors; and use of the Project site for staging and logistics.

(4) Where installation of separate Work components as shown in the Contract Documents will result in conflict or interference between such components or with existing conditions, including allowable tolerances, it is the Contractor's responsibility to bring such conflict or interference to the attention of the Contracting Officer and seek direction before fabrication, construction, or installation of any affected work. If the Contractor fabricates, constructs, or installs any work prior to receiving such direction, the Contractor shall be responsible for all cost and time incurred to resolve or mitigate such conflict or interference.

(5) Where drawings show work without specific routing, dimensions, locations, or position relative to other work or existing conditions, and such information is not specifically defined by reference to specifications or other information supplied in the Contract Documents, the Contractor is responsible for routing, dimensioning, and locating such work in coordination with other work or existing conditions in a manner consistent with Contract requirements.

(6) It is not the Contractor's responsibility to ensure that the Contract Documents comply with applicable laws, statutes, building codes and regulations. If it comes to the attention of the Contractor that any of the Contract Documents do not comply with such requirements, the Contractor shall promptly notify the Contracting Officer in writing. If the Contractor performs any of the Work prior to notifying and receiving direction from the Contracting Officer, the Contractor shall assume full responsibility for correction of such work, and any fees or penalties that may be assessed for non-compliance.

(7) The Contractor shall immediately bring to the Contracting Officer's attention any hazardous materials or conditions not disclosed in the Contract Documents discovered by or made known to the Contractor during the performance of the Contract

(8) The Contractor must submit a safety plan before commencing work.

### **III.C. Contractor Management and Personnel**

FAR 52.236-6, Superintendence by the Contractor, is supplemented as follows:

(1) The Contractor shall employ sufficient management and contract administration resources, including personnel responsible for project management, field superintendence, change order administration, estimating, coordination, inspection, and quality control, to ensure the proper execution and timely completion of the Work. The Contractor shall designate a principal of the firm or other senior management official to provide executive oversight and problem resolution resources to the Project for the life of the Contract.

(2) The Contractor shall employ, and require its subcontractors to employ, qualified personnel to perform the Work. The Government reserves the right to exclude, or remove from the site or building, any personnel for reasons of incompetence, carelessness, or insubordination, who violate rules or regulations concerning conduct on federal property, or whose continued employment on the site is otherwise deemed by the Government to be contrary to the public interest.

(3) Repeated failure or excessive delay by the Contractor to provide qualified personnel shall be deemed a default for the purposes of the Termination for Default clause.

### **III.D. Project Schedule**

(1) The Contractor shall use a Critical Path Method ("CPM") Project Schedule to plan, coordinate, and perform the Work. The Project Schedule shall be produced using widely used, commercially available computer software that is capable of generating and monitoring a CPM

installation of such work; scheduling of work by subcontractors; and use of the Project site for staging and logistics.

(4) Where installation of separate Work components as shown in the Contract Documents will result in conflict or interference between such components or with existing conditions, including allowable tolerances, it is the Contractor's responsibility to bring such conflict or interference to the attention of the Contracting Officer and seek direction before fabrication, construction, or installation of any affected work. If the Contractor fabricates, constructs, or installs any work prior to receiving such direction, the Contractor shall be responsible for all cost and time incurred to resolve or mitigate such conflict or interference.

(5) Where drawings show work without specific routing, dimensions, locations, or position relative to other work or existing conditions, and such information is not specifically defined by reference to specifications or other information supplied in the Contract Documents, the Contractor is responsible for routing, dimensioning, and locating such work in coordination with other work or existing conditions in a manner consistent with Contract requirements.

(6) It is not the Contractor's responsibility to ensure that the Contract Documents comply with applicable laws, statutes, building codes and regulations. If it comes to the attention of the Contractor that any of the Contract Documents do not comply with such requirements, the Contractor shall promptly notify the Contracting Officer in writing. If the Contractor performs any of the Work prior to notifying and receiving direction from the Contracting Officer, the Contractor shall assume full responsibility for correction of such work, and any fees or penalties that may be assessed for non-compliance.

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schedule and is compatible with Meridian Proliance.® For example, compatible software includes Microsoft Project,® Primavera SureTrak,® and Primavera Project Planner.®

(2) The Project Schedule shall be a rational, reasonable and realistic plan for completing the Work, and conform to requirements specified in this clause and elsewhere in this Contract.

(3) The Contractor understands and acknowledges that the preparation and proper management of the Project Schedule is a material component of the Work, and that the Contract price includes all costs of compliance with Project Schedule requirements.

(4) The Project Schedule shall depict all activities necessary to complete the Work, including, as applicable, all submittal and submittal review activities, all procurement activities, and all field activities, including mobilization, construction, start-up, testing, balancing, commissioning, and punchlist. Activities shall be sufficiently detailed and limited in duration to enable proper planning and coordination of the Work, effective evaluation of the reasonableness and realism of the Project Schedule, accurate monitoring of progress, and reliable analysis of schedule impacts.

(5) Within thirty (30) days of NTP, or such other time as may be specified herein, the Contractor shall submit its Project Schedule to the Contracting Officer, together with a written narrative describing the major work activities, activities on the critical path, and major constraints underlying the sequence and logic of the Project Schedule. The Contractor shall submit the Project Schedule in both electronic and hardcopy print format.

(6) The Contractor should anticipate that its initial submittal of the Project Schedule shall be subject to review and revision as contemplated by Paragraph (11) of this clause, and the Contractor shall devote sufficient resources for meetings, revisions, and resubmissions of the Project Schedule to address exceptions taken by the Contracting Officer to the initial submittal. The Contractor understands and acknowledges that the purpose of the initial review and resolution of exceptions is to maximize the usefulness of the Project Schedule for the Parties during Contract performance.

(7) Activity durations shall be based upon reasonable and realistic allocation of the resources required to complete each activity, given physical and logistical constraints on the performance of the Work. All logic shall validly reflect physical or logistical constraints on relationships between activities. Except for the first and last activities in the Project Schedule, each activity shall have at least one predecessor and one successor relationship to form a logically connected network plan from NTP to the Contract Completion date.

(8) The Project Schedule shall incorporate milestone events specified in the Contract, including, as applicable, NTP, Substantial Completion, and milestones related to specified work phases and site restrictions. The Project Schedule shall also include Contractor-defined milestones to identify target dates for critical events, based upon the Contractor's chosen sequence of work.

(9) Unless a shorter period for updates is specified elsewhere, the Contractor shall update the Project Schedule monthly to reflect its actual progress in completing the Work, and submit the updated Project Schedule to the Contracting Officer within five working days of the end of each month or other specified period.

(10) If the Contractor revises the Project Schedule after initial submission, the Contractor shall provide in writing to the Contracting Officer a narrative describing the substance of the revision, the rationale for the revision, and the impact of the revision on the projected Substantial Completion date and the available float for all activities. The Contractor shall only revise

prospective activities, durations and logic, but addition of detail to prospective activities shall not be deemed a revision if the overall duration of the detailed activity does not change.

(11) If at any time the Contracting Officer finds that the Project Schedule does not comply with any Contract requirement, the Contractor shall, upon written notice of exceptions taken by the Contracting Officer, revise the Project Schedule, adjust activity progress, or provide sufficient information demonstrating compliance. Regardless of whether the Contracting Officer takes any such exception, the Contractor shall not be relieved of its responsibility for the rationality, reasonableness or realism of the Project Schedule, or its responsibility to achieve Substantial Completion within the time specified by this Contract.

(12) If the Contractor fails to sufficiently address the Contracting Officer's exceptions to the Project Schedule within thirty (30) calendar days of written notice of same, the Contracting Officer may withhold retainage until the Project is Substantially Complete or until such time as the Contractor has complied with Project Schedule requirements.

(13) The Contracting Officer shall be entitled, but not required, to rely upon the Project Schedule to evaluate the Contractor's progress, evaluate entitlement to extensions of time and determine the criticality or float of any activities described in such Project Schedule.

### **III.E. Extensions of Time**

FAR 52.211-13, Time Extensions, is supplemented as follows:

(1) If the Contractor requests an extension of the time for Substantial Completion, the Contractor shall base its request on analysis of time impact using the Project Schedule as its baseline, and shall propose as a new Substantial Completion date to account for the impact. The Contractor shall submit a written request to the Contracting Officer setting forth facts and analysis in sufficient detail to enable the Contracting Officer to evaluate the Contractor's entitlement to an extension of time.

(2) The Contractor shall only be entitled to an extension of time to the extent that (a) Substantial Completion of the Work is delayed by causes for which the Contractor is not responsible under this Contract, and (b) the actual or projected Substantial Completion date is later than the date required by this Contract for Substantial Completion.

(3) The Contractor shall not be entitled to an extension of time if the Contractor has not updated the Project Schedule in accordance with this Contract.

(4) The Government shall not be liable for any costs to mitigate time impacts incurred by the Contractor that occur less than 30 calendar days after the date the Contractor submits a request for extension of time in compliance with this clause.

### **III.F. Interpretation of Specifications and Drawings**

FAR 52.236-21, Specifications and Drawings for Construction, and GSAR 552.236-77, Specifications and Drawings are supplemented as follows:

(1) Different requirements within the Contract Documents shall be deemed inconsistent only if compliance with both cannot be achieved.

(2) Unless otherwise noted, the drawings shall be interpreted to provide for a complete construction, assembly, or installation of the Work, without regard to the detail with which material components are shown in the drawings.

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**III.G. Submittals**

FAR 52.236-21, Specifications and Drawings for Construction, GSAR 552.236-78, Shop Drawings, Coordination Drawings, and Schedules, and GSAR 552.236-79, Samples are supplemented as follows:

- (1) The Contractor shall prepare and submit to the Contracting Officer shop drawings, samples, calculations, product information, mockups, and other submittals (collectively, "submittals") demonstrating compliance with Contract requirements for all Work components as specified elsewhere in this Contract. If particular submittal requirements are not specified for a component of the Work, the Contractor shall prepare submittals for such Work as directed by the Contracting Officer.
- (2) The Contractor shall not proceed with work or procure products or materials described or shown in submittals until the Contracting Officer has indicated approval of the submittal. Any work or activity undertaken prior to approval shall be at the Contractor's risk; should the Contracting Officer subsequently determine that the work or activity does not comply with the Contract, the Contractor shall be responsible for all cost and time required to comply with the Contracting Officer's determination. The Contracting Officer shall have the right to order the Contractor to cease execution of work for which submittals have not been approved. The Government shall not be liable for any cost or delay incurred by the Contractor attributable to the proper exercise of this right.
- (3) The Contractor shall be entitled to receive notice of action on submittals within a reasonable time, given the volume or complexity of the submittals and the criticality of the affected activities to Substantial Completion as may be indicated in the Project Schedule. The Contractor shall not be entitled to receive notice of action on submittals containing variations from Contract requirements in less than twenty working days.

**III.H. Substantial Completion and Contract Completion**

FAR 52.211-10, Commencement, Prosecution, and Completion of Work, FAR 52.211-12, Liquidated Damages (Construction), and GSAR 552.246-72, Final Inspection and Tests, are supplemented as follows:

- (1) For the purposes of FAR 52.211-10, Commencement, Prosecution and Completion of Work, and FAR 52.211-12, Liquidated Damages (Construction), the Work shall be deemed complete when it is "Substantially Complete." The Work shall be deemed "Substantially Complete" if and only if the Contractor has completed the Work and related Contract obligations in accordance with the Contract Documents, such that the Government may enjoy the intended access, occupancy, possession, and use of the entire Work without impairment due to incomplete or deficient work, and without interference from the Contractor's completion of remaining work or correction of deficiencies in completed work. In no event shall the Work be deemed Substantially Complete if all fire and life safety systems are not tested and accepted by the Authority Having Jurisdiction, where such acceptance is required under the Contract.
- (2) With reasonable advance notice, the Contractor shall submit to the Contracting Officer a written proposal recommending a Substantial Completion date (Notice of Substantial Completion). The Contracting Officer shall conduct inspections and make a determination of Substantial Completion within a reasonable time. If the Contracting Officer takes exception to the Notice of Substantial Completion, the Contractor shall be entitled to a written notice of conditions precluding determination of Substantial Completion.
- (3) The Contractor shall only be entitled to an extension of time to address such conditions if, and to the extent that, the Contracting Officer provides notice of such conditions more than thirty (30) calendar days after receipt of the Notice of Substantial Completion.

(4) Substantial Completion shall be established by the Contracting Officer's issuance of a written determination specifying the date upon which the Work is Substantially Complete.

(5) The Contract is complete (Contract Completion) if and only if the Contractor has completed all Work and related Contract obligations, corrected all deficiencies and all punch list items, and complied with all conditions for final payment.

(6) Unless otherwise specifically noted, or otherwise clear from context, all references in this Contract to "acceptance" shall refer to issuance of a written determination of Substantial Completion.

(7) The Contractor shall not be entitled to final payment or release of any retainage held by the Government until after Contract Completion. If the Contractor does not achieve Contract Completion within the time required by this Contract, the Government shall be entitled, after providing notice to the Contractor, to complete any work remaining unfinished. The Contractor shall be liable to the Government for all costs incurred by the Government to complete such work.

### **III.I. Use and Possession Prior to Substantial Completion**

FAR 52.236-11, Use and Possession Prior to Completion, is supplemented as follows:

Exercise by the Government of the right conferred by FAR 52.236-11 shall not relieve the Contractor of responsibility for completing any unfinished components of the Work.

### **III.J. Finality of Contract Modifications**

As set forth elsewhere in this Contract, the Contractor is entitled to additional consideration under certain conditions, including the issuance of change orders. It is the Contractor's duty to include in proposals for equitable adjustment or other consideration all compensation to which it may be entitled, including cost and time. Unless otherwise explicitly stated in a modification to the Contract providing such consideration, adjustments to the Contract price or time agreed upon therein shall be deemed to provide all compensation to which the Contractor is entitled, and shall constitute final settlement of the Contractor's entitlement to compensation on account of the change or other condition giving rise to the modification.

### **III.K. Liquidated Damages**

FAR 52.211-12, Liquidated Damages, is supplemented as follows:

(1) The Contractor acknowledges that time is of the essence for the performance of the Work, and that determining actual damages from delay would be extremely difficult and impractical. If the Contractor fails to achieve Substantial Completion of the Work within the time specified in this Contract, the Contractor shall be liable to the Government for liquidated damages at the rate specified in Section I (Project Information), paragraph entitled, "*Liquidated Damages Rate*," for each calendar day following the required completion date that the Work is not Substantially Complete.

(2) If the Contract requires different completion dates for different phases or portions of the Work, the Contractor shall be liable for liquidated damages at the specified rate for each calendar day following the required completion date that the phase or portion of Work is not Substantially Complete. If a single rate is specified, the specified rate shall be apportioned between the different phases or portions of the Work.

(3) If the Government elects to accept any portion of the Work not specifically designated as a phase or portion of Work with its own required completion date, the liquidated damage rate shall

be apportioned between accepted work and uncompleted work, and the Contractor's liability for liquidated damages shall be computed accordingly.

### **III.L. Insurance Requirements**

(1) The Contractor shall obtain and maintain for the entire life of the Contract, in addition to any insurance required by law, the following minimum kinds and amounts of insurance required pursuant to FAR clause 52.228-5, Insurance – Work on a Government Installation, and GSAR 552.228-5, Government as Additional Insured.

(a) Workers' compensation insurance in the amount required by the jurisdiction in which the Contract is performed. The Contractor shall obtain Employers' liability coverage of at least \$2,000,000. If occupational diseases are not covered by workers' compensation insurance, Employers' liability coverage shall include occupational diseases.

(b) Broad form comprehensive commercial general liability insurance in the amount of at least \$5,000,000 per occurrence. Such insurance shall include, but not be limited to, contractual liability, bodily injury and property damage.

(c) Comprehensive automobile liability covering the operation of all automobiles used in connection with performing the Contract in the amount of at least \$1,000,000 per person and \$2,500,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.

(2) The Contractor shall promptly provide to the Contracting Officer proof that it has obtained insurance required by the Contract in the form of certificates of insurance. The Contractor shall submit to the Contracting Officer all renewal certificates issued during the life of this Contract immediately upon issuance.

### **III.M. Order of Precedence**

Different requirements within this Contract shall be deemed inconsistent only if compliance with both cannot be achieved. In case of inconsistency between Contract Documents, the following order of precedence shall apply:

- (1) Section IV of the Agreement
- (2) Sections I, II, and III of the Agreement
- (3) The Specifications
- (4) The Drawings
- (5) The Statement of Work
- (6) Exhibits and Other Attachments

### **III.N. Administrative Matters**

(1) *Project Meetings.* The Contractor shall attend a preconstruction conference and shall participate in regularly scheduled Project meetings.

(2) *Schedule of Values.* The Contractor shall prepare and submit for approval a detailed cost breakdown of the Contract price, to be referred to as the Schedule of Values, assigning values to each component of the Work. Values must include all direct and indirect costs, although a separate value for bond costs may be established. The Schedule of Values must contain sufficient detail to enable the Contracting Officer to evaluate applications for payment. If this

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Contract requires that the Project Schedule be cost loaded, the Schedule of Values will be derived from the Project Schedule.

(3) *Payments.* FAR clause 52.232-5, Payments under Fixed-Price Construction Contracts, is supplemented as follows:

(a) Before submitting a request for payment, the Contractor shall attend pre-invoice payment meetings each month, as scheduled, with the designated Government representative for the purpose of facilitating review and approval of payment requests. Payment meetings may be conducted in person or by telephone. The Contractor shall provide documentation to support the prospective payment request.

(b) The Contractor shall submit its invoices to the Contracting Officer. Separate payment requests shall be submitted for progress payments, payments of retainage, and partial or final payments.

(c) If the invoice does not meet the requirements of FAR Clause 52.232-27 (a)(2) and the requirements specified in Subparagraphs (3)(a),(d),(e),and(f) of the Administrative Matters clause, the Contracting Officer may return the invoice to the Contractor without payment for correction. If the Contracting Officer disputes the requested payment amount, the Government may pay the portion of the requested payment that is undisputed.

(d) Invoices shall be submitted in an original and two (2) copies to the designated billing office specified in this Contract or in individual delivery/work orders.

(e) Invoices must include the Pegasys Document Number (PDN) assigned at award.

(f) The Contractor shall submit the following information or documentation with each invoice:

(i) GSA Form 184A and/or 184B - Construction Progress Report (Construction Phases Only) or AIA Form G702, including the updated Schedule of Values upon which the payment request is based;

(ii) GSA Form 2419 - Certification of Progress Payments Under Fixed-Price Construction Contract;

(iii) The payment terms that apply for the particular services rendered;

(iv) Additional documentation:

(g) GSA will not be obligated to issue final payment unless the Contractor has furnished to the Contracting Officer a release of claims against the Government relating to this Contract, and submitted all required product warranties, as-built drawings, operating manuals, and other items as specified in the Contract. The Contractor may reserve from the release specific claims only if such claims are explicitly identified with stated claim amounts. All release forms must bear the original signature of the signer and must be affixed with the Contractor's corporate seal or the seal of a Notary Public.

(4) *Prompt Payment.* In accordance with FAR clause 52.232-27, the period for payments is as follows:

(a) Progress Payments: 30 days

(b) Subsequent Subcontractor Payments: 15 days

(5) *Payment Information.* The General Services Administration (GSA) makes information on contract payments available electronically at <http://www.finance.gsa.gov>. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

(6) *Security Clearances.* Contractor shall comply with the following requirements pertaining to security clearances:

(a) All personnel performing work under the Contract on the Project site must obtain an Enter on Duty (EOD) determination before they will be granted access to the site.

(b) To obtain an EOD determination, Contractor shall submit for all such personnel fingerprints on Form FD258 and a completed Contractor Information Worksheet (CIW).

(c) In addition, all such personnel who will be on site 6 months or longer must apply for and receive clearance in accordance with Homeland Security Presidential Directive 12 (HSPD-12). See Section IV, *Contract Clauses*, GSAR 552.204-9.

(7) *Sensitive But Unclassified (SBU) Building Information.* The following requirements apply to information contained in this Contract that has been designated as Sensitive But Unclassified (SBU) building information:

(a) The Contractor shall submit to GSA all Contractor-generated documents that may contain SBU building information before the original or any copies are disseminated to any other parties. If GSA identifies SBU content in such documents, the Contracting Officer may direct the Contractor to imprint or affix SBU document markings to the original documents and all copies prior to dissemination.

(b) The Contractor shall protect SBU building information by strictly limiting access to those individuals having a need to know such information acting on behalf of Federal, State, and local government entities, nongovernment entities engaged in the conduct of business on behalf of or with GSA, and firms currently registered as "active" in the System for Award Management (SAM) database via <https://www.sam.gov>. If a subcontractor is not registered in the SAM and has a need to possess SBU building information, the subcontractor shall provide to the Contractor its DUNS number or its tax ID number and a copy of its business license. This clause shall not be construed to encumber the dissemination of SBU building information to public safety entities.

(c) The Contractor shall use session or file encryption when transmitting SBU building information electronically outside of the GSA firewall and network. The Contractor shall encrypt sessions or files with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL:

<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the following URL:

<http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>

(Note that not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.)

(d) When transmitting SBU building information contained in any physical media, including hardcopy and portable electronic data storage devices, the Contractor shall only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt. Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives.

(e) The Contractor shall maintain a list of the entities and the firms to which it has disseminated SBU building information. This list must include at a minimum (1) the name of the entity or firm; (2) the name and contact information of the individual at the entity or firm who is responsible for protecting the SBU building information; and (3) a description of the SBU building information provided. Upon completion of the Work, the Contractor shall collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and/or suppliers, and submits them to the Contracting Officer. The Contracting Officer may withhold final payment until the lists are received.

(f) This Contract requires that the Contractor retain beyond the period of performance certain records that may contain SBU building information. With the exception of such records, upon completion of the Work, the Contractor shall either destroy all records containing SBU building information or return them to the Contracting Officer, as directed by the Contracting Officer. The Contractor shall destroy electronically stored SBU building information by deleting it or otherwise rendering it unreadable and incapable of being restored, in accordance with guidelines provided for media sanitization within Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization, available at [http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88\\_rev1.pdf](http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_rev1.pdf). Examples of acceptable destruction methods for SBU building information are: burning or shredding hardcopies; physically destroying portable electronic storage devices; deleting and removing files from electronic recycling bins; and removing material from computer and hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

(g) The Contractor shall verify to the Contracting Officer in writing that SBU building information has been disposed of as required in Paragraph (7)(f) of this clause. The Contracting Officer may withhold final payment until written verification is received.

(h) The Contractor shall immediately report to the Contracting Officer all improper disclosures of SBU building information. If the Contractor fails to comply with any provision of this clause, the Contracting Officer may withhold approval of progress payments until the Contractor provides a corrective action plan explaining how it will rectify any noncompliance and prevent future improper disclosures of SBU building information.

(i) The Contractor shall insert the substance of this clause in all subcontracts.

### **III.O. Non-Compliance with Contract Requirements**

In the event the Contractor, after receiving written notice from the Contracting Officer of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of Contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

### **III.P. Options and Allowances**

The government anticipates including a firm-fixed price option in the contract to install an emergency generator for elevators.

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**III.Q. Apprenticeship Plans**

(1) The Contractor shall submit to the Contracting Officer an Apprenticeship Plan with the proposal. The plan shall include the following:

(a) Trades to be subcontracted and those to be self-performed. Indicate if a trade is to be performed using approved registered apprenticeship programs. A registered apprenticeship program is defined as a program that is registered with the U.S. Department of Labor or a State Apprenticeship Agency, under 29 CFR Part 29.

(b) The percentage of trades (subcontractors) to be awarded using registered apprenticeship programs. (If self-performing trades, identify this information as it applies to such trades).

(c) The target number of apprentices to be employed under this Contract.

(d) New registered apprenticeship programs to be initiated as a part of this Contract.

(e) A description of the means used to recruit and employ apprentice labor under registered programs.

(f) Dollars planned to be invested in the program.

(g) A Training Plan that includes a complete list of specific training courses, including safety requirements, to be used by the Contractor and major trade subcontractors. Identify the number of hours and the method used to provide apprenticeship training (on the job training, classroom training, etc.). Provide the following information regarding safety training provided for supervision and craft labor employees:

(i) The amount of time (approximately) that each contractor or subcontractor devotes to safety training by craft and

(ii) The steps taken to ensure that safety training is conducted in an effective manner.

(2) During the performance of this Contract, the Contractor shall submit to the Contracting Officer a quarterly Labor/Trade Apprenticeship and Training Program Report containing the following:

- Trades subcontracted and those that are self-performed. Indicate if trades are performed using approved registered apprenticeship programs.
- Percentage of trades (subcontractors) awarded to entities using registered apprenticeship programs (If the Offeror is self-performing trades, identify this information as it applies to such trades).
- Number of apprentices (by trade) employed under this contract. Include plan regarding further recruitment and training strategies.
- New registered apprenticeship programs initiated as a result of this contract.
- Describe the means used to recruit and employ registered apprentice labor.
- Training Program. Include a complete list of specific training courses and requirements used by the contractor and major subcontractors. Identify the number of hours and the method used to provide apprenticeship training (on-the-job training, classroom training, etc.) Provide for each contractor or subcontractor the following information regarding any safety training provided for supervision and craft labor employees: (a) How much time approximately did each company devote to safety training? (b) What steps were taken to ensure that safety training was conducted in an efficient manner?
- Dollars invested in this program (to include informal and formal classroom training) to date.

(3) The Contractor shall submit the reports to the Contracting Officer. The report form in Microsoft® Excel format will be provided upon award of the Contract.

(4) Quarterly reports are due on the 30<sup>th</sup> calendar day (or next business day) following the end of each quarter. Each quarter under this Contract will end March 31, June 30, September 30 and December 31 of each calendar year.

### **III.R. Equal Employment Opportunity Plan**

(1) Within 30 days following award, the Contractor shall furnish the Contracting Officer with an EEO Compliance Plan. The plan shall include the following:

(a) Name of contractor's EEO Manager for the contract and point of contact information. The EEO Manager is responsible for:

(i) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(ii) Submit reports as may be required by the Government; and

(iii) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; *however*, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

(a) Address how the contractor intends to include the EEO provisions of the contract in all subcontracts in excess of \$10,000.

(b) Address what type of efforts will be used to ensure equal employment opportunity in accordance with FAR 52.222-27 Affirmative Action Compliance Requirements for Construction. Discuss organized meeting with subcontractors, labor organizations and/or other community stakeholders. Meetings should focus on increased employment opportunities, perceived problems and working to achieve the goals established. DOL representatives are available to participate in such meetings.

(2) During the performance of this contract, the Contractor shall submit to the Contracting Officer semi-annually an EEO Compliance Report containing the following:

(a) List of awarded subcontractors by trade, date of award and amount of subcontract. If subcontract is in excess of \$10,000, date the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor was notified of award.

(b) Narrative of actions taken to comply with the affirmative action procedures in paragraphs (g)(1) through (g)(16) of FAR 52.222-27.

(c) List participation in any voluntary associations that may assist in fulfilling the contractor's affirmative action obligations.

(3) Semi-annual reports are due on the 30<sup>th</sup> calendar day (or next business day) following the March 31<sup>st</sup> and September 30<sup>th</sup>.

## IV. Contract Clauses

### IV.A. Clauses Incorporated In Full Text

(1) FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEPT 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(2) FAR 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 08)

(a) *Definitions.* As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this Contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

(3) GSAR 552.204-9 Personal Identity Verification Requirements (OCT 2012)

(a) The contractor shall comply with GSA personal identity verification requirements, identified at <http://www.gsa.gov/hspd12>, if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

(4) Buy American Act Requirements

**52.225-11 Buy American Act—Construction Materials under Trade Agreements (NOV 2013).**

(a) *Definitions.* As used in this clause—

“Caribbean Basin country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Commercially available off-the-shelf (COTS) item”—

- (1) Means any item of supply (including construction material) that is—
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ( 46 U.S.C. App. 1702), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal,

Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"Free Trade Agreement country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Least developed country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"WTO GPA country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. chapter 83) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to

this acquisition. Therefore, the Buy American Act restrictions are waived for designated county construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

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### FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
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*Item 1:*

Foreign construction material	_____	_____	_____
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Domestic construction material	_____	_____	_____
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*Item 2:*

Foreign construction material	_____	_____	_____
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Domestic construction material	_____	_____	_____
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[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

*Alternate I (Mar 2012).* As prescribed in 25.1102(c)(3), add the following definition of "Bahrainian, Mexican, or Omani construction material" to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

"Bahrainian, Mexican, or Omani construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.* (1) This clause implements the Buy American Act (41 U.S.C. 83) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

### **52.225-12 Notice of Buy American Act Requirement—Construction Materials under Trade Agreements.**

As prescribed in 25.1102(d)(1), insert the following provision:

#### **NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009)**

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act—Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

**(5) Project Labor Agreement (PLA)**

This Project Labor Agreement section is binding on the Contractor if the proposal selected for award was subject to PLA requirements. If the proposal selected for award was not subject to PLA requirements, this section is not binding on the Contractor.

**52.222-34, Project Labor Agreement (May 2010) (DEVIATION July 2011)**

(a) Definitions. As used in this clause—

"Labor organization" means a labor organization as defined in 29 U.S.C. 152(5).

"Project labor agreement" means a pre-hire collective bargaining agreement with the labor organizations having jurisdiction over the trades involved in the construction of the project that establishes the terms and conditions of employment for a specific construction project and is an agreement described in 29 U.S.C. 158(f).

(b) The Contractor shall maintain in a current status throughout the life of the contract the project labor agreement entered into prior to the award of this contract in accordance with solicitation provision 52.222-33, Notice of Requirement for Project Labor Agreement.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts with subcontractors engaged in construction on the construction project. (End of Clause)

#### IV.B. Clauses Incorporated by Reference

The following FAR/GSAR clauses are supplemented in Section III, Terms and Conditions: 52.211-10, 52.211-12, 52.211-13, 52.228-5, 52.232-5, 52.232-27, 52.236-1, 52.236-6, 52.236-11, 52.236-21, 552.228-5, 552.236-77, 552.236-78, 552.236-79 and 552.246-72.

(1) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may also be accessed electronically at this address:

<http://www.acquisition.gov/comp/far/index.html>

(2) Federal Acquisition Regulation (FAR) clauses:

NUMBER	TITLE	DATE
52.202-1	Definitions	NOV 13
52.203-3	Gratuities	APR 84
52.203-5	Covenant Against Contingent Fees	APR 84
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 06
52.203-7	Anti-Kickback Procedures	OCT 10
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 97
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 97
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 10
52.203-13	Contractor Code of Business Ethics and Conduct	APR 10
52.203-14	Display of Hotline Poster(s) (If Contract is Greater than \$5 Million or Performance Period is Greater than 120 Days)	DEC 07
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	SEP 13
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 11
52.204-7	System for Award Management	JUL 13
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 13
52.204-13	System for Award Management Maintenance	JUL 13
52.204-14	Service Contract Reporting Requirements (Applies to contracts greater than \$2.5M)	JAN 14
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	AUG 13

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NUMBER	TITLE	DATE
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 13
52.211-10	Commencement, Prosecution, and Completion of Work	APR 84
52.211-12	Liquidated Damages—Construction	SEP 00
52.211-13	Time Extensions	SEP 00
52.211-18	Variation in Estimated Quantity	APR 84
52.215-2	Audit and Records-Negotiation	OCT 10
52.215-10	Price Reduction for Defective Cost or Pricing Data	AUG 11
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	AUG 11
52.215-12	Subcontractor Cost or Pricing Data	OCT 10
52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 10
52.215-15	Pension Adjustments and Asset Reversions	OCT 10
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 97
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 05
52.219-4	Notice of Price Evaluation Preferences for HUBZone Small Business Concerns	JAN 11
52.219-8	Utilization of Small Business Concerns	JUL 13
52.219-9	Small Business Subcontracting Plan	JUL 13
	Alternate II (If Contractor Submitted Plan With Offer)	OCT 01
52.219-16	Liquidated Damages—Subcontracting Plan	JAN 99
52.219-28	Post-Award Small Business Program Representation	JUL 13
52.222-3	Convict Labor	JUN 03
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation	JUL 05
52.222-6	Davis-Bacon Act	JUL 05
52.222-7	Withholding of Funds	FEB 88
52.222-8	Payrolls and Basic Records	JUN 10
52.222-9	Apprentices and Trainees	JUL 05
52.222-10	Compliance with Copeland Act Requirements	FEB 88
52.222-11	Subcontracts (Labor Standards)	JUL 05

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NUMBER	TITLE	DATE
52.222-12	Contract Termination—Debarment	FEB 88
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	FEB 88
52.222-14	Disputes Concerning Labor Standards	FEB 88
52.222-15	Certification of Eligibility	FEB 88
52.222-21	Prohibition of Segregated Facilities	FEB 99
52.222-26	Equal Opportunity	MAR 07
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 99
52.222-35	Equal Opportunity for Veterans	SEP 10
52.222-36	Affirmative Action for Workers with Disabilities	OCT 10
52.222-37	Employment Reports on Veterans	SEP 10
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 10
52.222-50	Combating Trafficking in Persons	FEB 09
52.222-54	Employment Eligibility Verification	AUG 13
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 97
	Alternate I	JUL 95
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 11
52.223-6	Drug-Free Workplace	MAY 01
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-designated Products	MAY 08
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 07
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 08
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG11
52.223-19	Compliance with Environmental Management Systems	MAY 11
52.225-13	Restrictions on Certain Foreign Purchases	JUN 08
52.227-1	Authorization and Consent	DEC 07
52.227-2	Notice and Assistance Regarding Patent and Copyright	DEC 07
52.227-4	Patent Indemnity—Construction Contracts	DEC 07
52.228-2	Additional Bond Security	OCT 97
52.228-5	Insurance—Work on a Government Installation	JAN 97

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NUMBER	TITLE	DATE
52.228-11	Pledges of Assets	JAN 12
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 95
52.228-14	Irrevocable Letter of Credit	DEC 99
52.228-15	Performance and Payment Bonds—Construction	OCT 10
52.229-3	Federal, State, and Local Taxes	FEB 13
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 02
52.232-17	Interest	OCT 10
52.232-23	Assignment of Claims	JAN 86
52.232-27	Prompt Payment for Construction Contracts	JUL 13
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	JUL 13
52.232-39	Unenforceability of Unauthorized Obligations	JUN 13
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 13
52.233-1	Disputes	JUL 02
	Alternate I	DEC 91
52.233-3	Protest after Award	AUG 96
52.233-4	Applicable Law for Breach of Contract Claim	OCT 04
52.236-1	Performance of Work by the Contractor	APR 84
52.236-2	Differing Site Conditions	APR 84
52.236-3	Site Investigation and Conditions Affecting the Work	APR 84
52.236-5	Material and Workmanship	APR 84
52.236-6	Superintendence by the Contractor	APR 84
52.236-7	Permits and Responsibilities	NOV 91
52.236-8	Other Contracts	APR 84
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 84
52.236-10	Operations and Storage Areas	APR 84
52.236-11	Use and Possession Prior to Completion	APR 84
52.236-12	Cleaning Up	APR 84
52.236-13	Accident Prevention Alternate I	NOV 91

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NUMBER	TITLE	DATE
52.236-14	Availability and Use of Utility Services	APR 84
52.236-17	Layout of Work	APR 84
52.236-21	Specifications and Drawings for Construction	FEB 97
52.242-13	Bankruptcy	JUL 95
52.242-14	Suspension of Work	APR 84
52.243-4	Changes	JUN 07
52.244-6	Subcontracts for Commercial Items	DEC 13
52.245-1	Government Property Alternate 1	APR 12
52.245-9	Use and Charges	APR 12
52.246-12	Inspection of Construction	AUG 96
52.246-21	Warranty of Construction	MAR 94
52.248-3	Value Engineering—Construction	OCT 10
52.249-2	Termination for Convenience of the Government (Fixed-Price) Alternate I	APR 12 SEP 96
52.249-10	Default (Fixed-Price Construction)	APR 84
52.253-1	Computer Generated Forms	JAN 91

**(3) GSA Acquisition Regulation (GSAR) clauses:**

NUMBER	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 99
552.211-72	References to Specifications in Drawings	FEB 96
552.215-70	Examination of Records by GSA	FEB 96
552.219-75	GSA Mentor-Protégé Program	SEP 09
552.219-76	Mentor Requirements and Evaluation	MAR 12
552.227-70	Government Rights (Unlimited)	MAY 89
552.228-5	Government As Additional Insured	MAY 09
552.229-70	Federal, State, and Local Taxes	APR 84
552.236-70	Definitions	APR 84
552.236-71	Authorities and Limitations	APR 84
552.236-74	Working Hours	APR 84

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NUMBER	TITLE	DATE
552.236-75	Use of Premises	APR 84
552.236-76	Measurements	APR 84
552.236-77	Specifications and Drawings	SEP 99
552.236-78	Shop Drawings, Coordination Drawings, and Schedules	SEP 99
552.236-79	Samples	APR 84
552.236-80	Heat	APR 84
552.236-82	Subcontracts	APR 84
552.243-71	Equitable Adjustments	JAN 09
552.246-72	Final Inspection and Tests	SEP 99

**IV.C. Subcontract Requirements**

The Contractor is advised that many FAR, GSAR and other Agreement clauses are required to be flowed down to subcontracts. Clauses containing flow down requirements include, but may not be limited to, those listed below. The Contractor is responsible for ensuring that all necessary flow-down clauses are included in all subcontracts.

**(1) FAR Clauses:**

NUMBER	TITLE	DATE
	Applicable Buy American Act Clause (See Buy American Act Requirements under "Clauses Incorporated in Full Text" in Section IV)	
52.203-7	Anti-Kickback Procedures	OCT 10
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 97
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 10
52.203-13	Contractor Code of Business Ethics and Conduct	APR 10
52.203-14	Display of Hotline Poster(s) (If Contract is Greater than \$5 Million or Performance Period is Greater than 120 Days)	DEC 07
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 13
52.204-14	Service Contract Reporting Requirements (Applies to contracts greater than \$2.5M)	JAN 14
52.215-2	Audit and Records-Negotiation	OCT 10
52.215-12	Subcontractor Cost or Pricing Data	OCT 10

**GSA Contract No. GS-11P-14-MK-C-0058**

NUMBER	TITLE	DATE
52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 10
52.215-15	Pension Adjustments and Asset Reversions	OCT 10
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 05
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation	JUL 05
52.222-6	Davis-Bacon Act	JUL 05
52.222-7	Withholding of Funds	FEB 88
52.222-8	Payrolls and Basic Records	JUN 10
52.222-9	Apprentices and Trainees	JUL 05
52.222-10	Compliance with Copeland Act Requirements	FEB 88
52.222-11	Subcontracts (Labor Standards)	JUL 05
52.222-12	Contract Termination—Debarment	FEB 88
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	FEB 88
52.222-14	Disputes Concerning Labor Standards	FEB 88
52.222-15	Certification of Eligibility	FEB 88
52.222-21	Prohibition of Segregated Facilities	FEB 99
52.222-26	Equal Opportunity	MAR 07
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 99
52.222-35	Equal Opportunity for Veterans	SEP 10
52.222-36	Affirmative Action for Workers with Disabilities	OCT 10
52.222-37	Employment Reports Veterans	SEP 10
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 10
52.222-50	Combating Trafficking in Persons	FEB 09
52.222-54	Employment Eligibility Verification	AUG 13
52.223-6	Drug-Free Workplace	MAY 01
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 07
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 08
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 11

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NUMBER	TITLE	DATE
52.223-19	Compliance with Environmental Management Systems	MAY 11
52.225-13	Restrictions on Certain Foreign Purchases	JUN 08
52.227-1	Authorization and Consent	DEC 07
52.228-5	Insurance—Work on a Government Installation	JAN 97
52.236-13	Accident Prevention Alternate I	NOV 91

(2) GSA Acquisition Regulation (GSAR) Clause(s):

NUMBER	TITLE	DATE
552.215-70	Examination of Records by GSA	FEB 96

(3) Agreement Clause(s):

*Sensitive But Unclassified (SBU) Building Information, "Administrative Matters" in Section III (Terms and Conditions).*

## **Construction Contract for Phase 1C Modernization of Harry S Truman Building**

### **The Solicitation**

#### **552.219-71 Notice to Offerors of Subcontracting Plan Requirements (MAR 2012)**

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$1,500,000, must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

#### **Notice of Apprenticeship Programs**

GSA is promoting the use of registered apprenticeship programs on this project. An Apprenticeship Plan is required to be submitted with the proposals.

#### **Notice of Equal Employment Opportunity (EEO) Compliance Plan**

GSA has partnered with the Department of Labor to ensure compliance with equal employment opportunity requirements that apply to this project. An EEO Compliance Plan is required after the award.

#### **Notice of Commercial Package Carriers**

Because of increased security standards, commercial package carriers may experience delays in making deliveries to the address designated for receipt of offers. United States Mail delivered to Government offices in the Washington, DC area is subject to irradiation, significantly delaying deliveries and potentially damaging or defacing mail contents. Offerors should take these facts into consideration when determining how and when to transmit offers to the office designated for receipt.

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## **I. General Information**

### **I.A. The Solicitation and Contract**

- (1) This Solicitation sets forth requirements for proposals for a Contract to construct the Project described in the Solicitation Documents. Proposals conforming to the Solicitation requirements will be evaluated in accordance with the Method of Award set forth herein. The Government will award the Contract to the selected Offeror, subject to the conditions set forth herein.
- (2) Neither the Solicitation nor any part of an Offeror's proposal shall be part of the Contract except to the extent expressly incorporated therein by the Contracting Officer.
- (3) The Offeror's proposal submitted in response to this Solicitation shall constitute a firm offer. No contract shall be formed unless and until the Contracting Officer has countersigned the SF 1442 submitted by an Offeror, and delivered to the Contractor a copy of the SF 1442 with original signatures together with the Agreement reflecting the Offeror's proposed prices.

### **I.B. List of Solicitation Documents**

The Solicitation Documents are comprised of:

- (1) The Solicitation
- (2) Offeror Representations and Certifications Form
- (3) Other Forms Required For Submission with Proposals
- (4) Standard Form (SF) 1442 – Solicitation Offer and Award
- (5) The Agreement and Attachments to the Agreement
- (6) Other Attachments – Drawings and Specifications

### **I.C. Authorized Representatives**

The following individuals are designated as the authorized GSA representatives under this Solicitation:

#### **(1) Contracting Officer**

Name: Vincent E. Matner  
Address: 301 7<sup>th</sup> Street, SW Room 2021  
Telephone: 202-708-4617  
Email: [Vince.matner@gsa.gov](mailto:Vince.matner@gsa.gov)

#### **(2) Contract Specialist**

Name: Terrie Latimer  
Address: 301 7<sup>th</sup> Street, SW Room 2021  
Telephone: 202-997-3896  
Email: [Terrie.latimer@gsa.gov](mailto:Terrie.latimer@gsa.gov)

### **I.D. Pre-Proposal Conference**

A pre-proposal conference regarding this Solicitation is scheduled as follows:

Date: Tuesday, June 17, 2014

Time: 10:00 am to 12 Noon

Location: Department of State, 2201 C Street NW, Washington, D.C. 20520

- (1) Interested parties must notify the Contract Specialist for further information about attendance and to confirm location, time, and date. Only those parties who have notified the Contract Specialist and provided necessary information in advance of the meeting will be allowed to attend. To request a reasonable accommodation due to a disability, contact the Contract Specialist.

**I.E. Estimated Price Range**

The estimated price range for the Project is between \$75 million and \$85 million

**I.F. FAR 52.236-27 Site Visit - Construction (FEB 95)**

- (1) The clauses at FAR 52.236-2, Differing Site Conditions, and FAR 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation and are in the attached Agreement. Accordingly, Offerors are urged and expected to inspect the site where the work will be performed.
- (2) Site visits will be conducted by appointment only at the times and dates specified by the point of contact shown below. To arrange for a site visit, contact:

Name: Terrie Latimer  
Address: GSA 301 7<sup>th</sup> Street, S.W., Washington, D.C.  
Telephone: 202-997-3896  
Email: [Terrie.latimer@gsa.gov](mailto:Terrie.latimer@gsa.gov)

- (3) Pre-registration is required for all attendees to the Pre-proposal Conference and Site Visit. The Site Visit shall be limited to not more than four (4) representatives from each Offeror. Offerors shall submit a Pre Registration form for all attendees from their respective team. Participants must have a valid Government issued picture identification, driver's license preferred, to gain access for the Pre-Proposal Conference and Site Visit. Notification of the location of entry, where attendees are required to meet, and all other requirements for the Site Visit will be issued to the Offerors.

**I.G. Receipt of Offers**

- (1) In order to be considered for award, offers conforming to the requirements of the solicitation must be received at the following office no later than 3:00 pm local time on the following date and at the following address:

Date: Monday, June 30, 2014  
Address: GSA 301 7<sup>th</sup> Street, **Room 2021**, S.W., Washington, D.C.  
Terrie Latimer

- (2) Offers sent by commercial package delivery and hand delivery shall be deemed received as of the date and time of delivery to the office designated for receipt of offers.
- (3) Offers sent by United States Mail shall be deemed timely if delivered to the address of the government installation designated for receipt of offers on or before the date established for receipt of offers.

## **II. Proposals**

### **II.A Proposal Contents**

Proposals shall consist of the following documents, completed and executed in accordance with this Solicitation:

- (1) Price Proposal
  - a) Representations and Certifications
  - b) GSA Form 527 – Contractor's Qualification and Financial Information
  - c) Other Documents as Required
- (2) Technical Proposal
  - a) Subcontracting Plan, if required

### **II.B. Proposal Format**

Please use the three ring binders or simple plastic GBC combs or plastic spiral bindings for each proposal. Do not submit hard cover bound books or wire bindings. The proposal may not be broken down into separate booklets. Please label each package with the name and business address of firm, solicitation number, and the contents. All material submitted shall be set in typeface Times New Roman 12 point, on 8 ½" x 11" white paper with one inch margins all around, and printed single sided in one and one half (1 ½) line spacing. Include technical information in tabbed sections and in the exact order shown; each section tab must protrude beyond the standard page width for ready indexing. The Technical Proposals shall contain no more than eighty (80) numbered single-sided pages total, inclusive of charts, graphs, exhibits, and any other materials. Cover page(s), table of contents, section tabs and cover letter do not count against the page limit.

**II.C. Price Proposal**

**(1) Contents**

The Price Proposal shall consist of the SF 1442 and the Agreement, with prices and/or rates indicated for each price element shown on the pricing form included in Section II of the Agreement. Indicate the Base Contract Price, or if no such distinction is made, the Contract Price, in Block 17 of the SF 1442, which must be fully executed by the Offeror.

**(2) Qualifications, Exclusions and Conditions**

If the Offeror communicates in its proposal any qualifications, exclusions, or conditions to the proposed prices not provided for in the Contract Documents, the Contracting Officer may reject the proposal and exclude the Offeror from further discussions.

**(3) Project Labor Agreement**

Offerors may submit a price proposal subject to the Project Labor Agreement (PLA) requirements set forth in this solicitation (a PLA proposal), a price proposal not subject to the PLA requirements set forth in this solicitation, or both. Any price proposal submitted shall clearly identify whether it is subject to such PLA requirements.

**II.D. Technical Proposal**

The Technical Proposal shall include the information requested below for the non-price factors described in Section VI.

- (a) Past Experience of Firm
- (b) Past Performance of Firm with Similar Complex Projects
- (c) Experience and Qualification of Key Personnel
- (d) Management Approach and Capabilities
- (e) Apprenticeship Plan
- (f) Project Labor Agreement

**II.E. Other Information to Submit with Proposal**

**(1) Representations and Certifications**

Offerors submitting a proposal in response to this Solicitation shall complete electronic Annual Representations and Certifications in conjunction with required Entity registration in the System for Award Management accessed via <https://www.sam.gov>. Offerors shall also submit with their proposal, the Annual Representations and Certifications (FAR 52.204-8), using the attached Offeror's Representations and Certifications (C301).

**(2) Qualifications of Offerors** - Offerors submitting a proposal in response to this Solicitation shall submit with their proposal evidence of their financial responsibility and capacity to perform the Contract. Offerors shall submit this information on GSA Form 527 – Contractor's Qualifications and Financial Information. Where applicable, point of contact, including names and telephone numbers, are required for all contracts listed.

**II.F. Requirements for Joint Venture Offerors**

**(1)** All offers submitted by joint ventures or proposed joint ventures must include a copy of the joint venture agreement which fully discloses the legal identity of each member of the joint venture, the relationship between the members, the form of ownership of each member, and any limitations on liability or authority for each member.

(2) Representations and certifications, financial information, and past performance information must be submitted for each member of the actual or proposed joint venture.

### **III. General Provisions**

#### **III.A. Availability of Funds**

Issuance of this Solicitation does not warrant that funds are presently available for award of a Contract. Award of the contract shall be subject to the availability of appropriated funds, and the Government shall incur no obligation under this Solicitation in advance of such time as funds are made available to the Contracting Officer for the purpose of contract award.

#### **III.B. Requests for Clarification or Interpretation**

The Government will attempt to answer all requests for clarifications or interpretations of the Solicitation Documents prior to the date set for receipt of offers, but does not warrant that all such requests will be answered within 15 calendar days. Therefore, prospective offerors should make such requests not less than 10 calendar days prior to the date set for receipt of offers.

#### **III.C. Notice to Small Business Firms**

A program for the purpose of assisting qualified small business concerns in obtaining certain payment, or performance bonds that are otherwise not obtainable is available through the Small Business Administration (SBA) ([www.sba.gov](http://www.sba.gov)). For information concerning SBA's surety bond guarantee assistance, contact your SBA District Office.

#### **III.D. Information Concerning the Disclosure of Solicitation Results**

This acquisition is being conducted under the provisions of FAR Part 15 as a negotiated procurement. In accordance with FAR 3.104 and FAR 15.207, after receipt of proposals, no information regarding the identity of those submitting offers, the number of offers received, or the information contained in such offers will be made available until after award except as provided by FAR 15.503.

#### **III.E. Affirmative Procurement Program**

GSA has implemented an Affirmative Procurement Program (APP) intended to maximize the use of recovered materials, environmentally preferable, and bio-based products. Offerors should familiarize themselves with the requirements for using and reporting on the use of such materials in performance as set forth in the Agreement. Refer to clauses FAR 52.204-4 requiring double sided printing on recycled paper for all reports and FAR 52.223-10 encouraging vendors to practice waste reduction.

#### **III.F. Notice Concerning Preparation of Proposals**

Offerors are cautioned to carefully read the entire Solicitation and the Agreement to be included in the Contract contemplated by the Solicitation in order to be fully aware of all requirements and clauses in the contemplated Contract. Verify that all blanks requiring information to be supplied in an Offer have been properly filled out; that all pricing and other numerical data is accurately calculated; and that all copies of the Offer contain the same information.

### III.G. Contractor Performance Information

- (1) *CPARS Modules:* The General Services Administration (GSA), Public Buildings Service (PBS) is using the Contractor Performance Assessment Reporting System (CPARS) modules as the secure, confidential, information management tool to facilitate the performance evaluation process. The system enables a comprehensive evaluation by capturing comments from both GSA and the contractor. Following are the modules of the system:
  - (a) Contractor Performance Assessment Reporting System (**CPARS**): Used to create past performance evaluations on services procurements;
  - (b) Architect Engineer Contract Administration Support System (**ACASS**): Used to create past performance evaluations on A/E procurements; and
  - (c) Construction Contractor Appraisal Support System (**CCASS**) module: Used to create past performance evaluations on construction procurements.

Throughout the remainder of this section, the term "CPARS" will mean the overall evaluation system (inclusive of the CPARS, ACASS and CCASS evaluation modules).

- (2) *Contractor's User Point of Contact:* The contractor must provide the contracting officer with the name and email address of the contractor's user who will be the past performance point of contact (POC). The POC will be responsible for the contractor's evaluations. Access to CPARS will be granted to the POC after the award is registered in the system, and the POC is assigned the CPARS system role of contractor representative (referred to as "CR" in the CPARS system).
- (3) *User Account and Email Notification:* Each award requiring an evaluation will be registered in CPARS by the Government. Within 30 days of award, the contractor will receive an email that contains user account information, applicable contract number(s) and the evaluation module assigned. The contractor will have one user account set up that will allow access to all three modules.
- (4) *Contractor CPARS Training:* Contractors are encouraged to visit the CPARS training webpage to sign up for free on-line Contractor Overview training. The training session is 1.5 hours and is targeted to contractor users who will provide Past Performance Evaluation comments on PBS evaluations. CPARS Training Webpage: [http://www.cpars.gov/allapps/cpartng/webtrain/webtrain\\_all.htm](http://www.cpars.gov/allapps/cpartng/webtrain/webtrain_all.htm)
- (5) *Contractor Review and Comment, Email Notification, and Retention:* After the contracting officer prepares and releases a contract evaluation, the contractor will receive an email alerting them the evaluation is ready for their review and comment. The contractor will have thirty (30) days to respond to the evaluation. GSA shall provide for review at a level above the contracting officer (e.g., contracting director) to consider any disagreement between GSA and the contractor regarding GSA's evaluation of the contractor's performance. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used by Federal Agencies to support future award decisions.

### III.H. Safeguarding Documents Designated as Sensitive But Unclassified

Certain information contained in the Solicitation Documents may have been designated as Sensitive but Unclassified (SBU) building information. With respect to such information, Offerors

shall agree to the terms for receipt of such information, as set forth in the provision "Administrative Matters" in Section III of the Agreement, as a condition of receipt of such information.

#### IV. FAR/GSAR Solicitation Provisions

##### IV.A. FAR 52.215-1 Instructions to Offerors—Competitive Acquisition (JAN 04)

(a) *Definitions.* As used in this provision—

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal.

Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

#### **IV.B. FAR 52.216-1 Type of Contract (APR 84)**

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

#### **IV.C. FAR 52.222-5 Davis-Bacon Act—Secondary Site of the Work (JUL 05)**

(a) (1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b) (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

#### **IV.D. FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)**

*(Applicable to solicitations resulting in construction contracts in excess of \$10,000.)*

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

--	--

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
12%.	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is: Washington, D.C.

#### **IV.E. FAR 52.233-2 Service of Protest (SEP 06)**

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address provided in the provision "Receipt of Offers" in Section I (General Information).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**IV.F. Buy American Act**

**52.225-11 Buy American Act—Construction Materials under Trade Agreements.**

(a) *Definitions.* As used in this clause—

“Caribbean Basin country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Commercially available off-the-shelf (COTS) item”—

- (1) Means any item of supply (including construction material) that is—
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"Free Trade Agreement country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Least developed country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"WTO GPA country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. chapter 83) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated county construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None ---

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

**FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON**

<b>Construction Material Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Price (Dollars)*</b>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of clause)

*Alternate I (Mar 2012)*. As prescribed in 25.1102(c)(3), add the following definition of "Bahrainian, Mexican, or Omani construction material" to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

"Bahrainian, Mexican, or Omani construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.* (1) This clause implements the Buy American Act (41 U.S.C. 83) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

**52.225-12 Notice of Buy American Act Requirement—Construction Materials under Trade Agreements.**

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act—Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by

adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### **IV.G. Buy American Act Exceptions**

For the purpose of determining Buy American requirements set forth in the Buy American Provision of this Solicitation, the following construction materials and components are exceptions:

*None.*

#### **IV.H. Small Business Subcontracting Plan**

A Small Business Subcontracting Plan, as required under FAR 52.219-9, is required to be submitted with offers.

#### IV.I. Project Labor Agreement (PLA)

- (1) This Project Labor Agreement section applies to proposals submitted subject to the PLA requirements of this solicitation with a value of \$25 million or more.
- (2) FAR 52.222-33 Notice of Requirement for Project Labor Agreement (May 2010) Alternate 1 (DEVIATION July 2011)

(a) Definitions. "Labor organization" and "project labor agreement," as used in this provision, are defined in the clause of this solicitation entitled Project Labor Agreement.

(b) The apparent successful offeror shall negotiate a project labor agreement with all labor organizations having jurisdiction over the trades involved in the construction of the project. The project labor agreement must be signed by all such labor organizations and cover the entirety of the construction work to be performed during the term of the resulting construction contract.

(c) Consistent with applicable law, the project labor agreement reached pursuant to this provision shall—

- (1) Bind the offeror and all subcontractors engaged in construction on the construction project to comply with the project labor agreement;
  - (2) Allow the offeror and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;
  - (3) Contain guarantees against strikes, lockouts, and similar job disruptions;
  - (4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;
  - (5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and
  - (6) Fully conform to all statutes, regulations, Executive orders, and agency requirements.
- (d) Any project labor agreement reached pursuant to this provision does not change the terms of this contract or provide for any price adjustment by the Government.
- (e) The apparent successful offeror shall submit to the Contracting Officer a copy of the project labor agreement prior to contract award.

- (3) The requirements of 52.222-33 Alt I are supplemented as follows:

- (a) The project labor agreement reached pursuant to FAR 52.222-33 Alt I shall supersede the terms of any other collective bargaining agreement that conflict with the terms of such project labor agreement.
- (b) Within 30 days following receipt of written notification to the apparent successful offeror by the Contracting Officer, the apparent successful offeror shall furnish the Contracting Officer with a copy of an executed project labor agreement that meets the requirements of this Section. If, for any reason, the apparent successful offeror fails to furnish such project labor agreement within the time stated above, the Government may, in its sole discretion, eliminate the proposal from consideration and select the next apparent successful offeror.

**IV.J. FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 98)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.acquisition.gov/comp/far/index.html>

NUMBER	TITLE	DATE
52.214-34	Submission of Offers in the English Language	APR 91
52.215-16	Facilities Capital Cost of Money	JUN 03
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 11
52.236-28	Preparation of Proposals—Construction	OCT 97

**552.219-71 Notice to Offerors of Subcontracting Plan Requirements.**

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$1,500,000 must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

(End of provision)

**552.219-72 Preparation, Submission, and Negotiation of Subcontracting Plans.**

(a) An offeror, other than a small business concern, submitting an offer that exceeds \$1,500,000 shall submit a subcontracting plan with its initial offer. The subcontracting plan will be negotiated concurrently with price and any required technical and management proposals, unless the offeror submits a previously-approved commercial plan.

(b) Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits. The General Services Administration (GSA) expects that an offeror's subcontracting plan will reflect a commitment to assuring that small, HUBZone small, small disadvantaged, women-owned, veteran-owned small, and service-disabled veteran owned small business

concerns are provided the maximum practicable opportunity, consistent with efficient contract performance, to participate as subcontractors in the performance of the resulting contract. An offeror submitting a commercial plan can reflect this commitment through subcontracting opportunities it provides that relate to the offeror's production generally; i.e., for both its commercial and Government business.

(c) GSA believes that this potential contract provides significant opportunities for the use of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran owned small business concerns as subcontractors. Consequently, in addressing the eleven elements described at FAR 52.219-9(d) of the clause in this contract entitled Small Business Subcontracting Plan, the offeror shall:

(1) Demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran owned small business concerns in performing the contract.

(2) Include a description of the offeror's subcontracting strategies used in any previous contracts, significant achievements, and how this plan will build upon those earlier achievements.

(3) Demonstrate through its plan that it understands the small business subcontracting program's objectives and GSA's expectations, and it is committed to taking those actions necessary to meet these goals or objectives.

(d) In determining the acceptability of any subcontracting plan, the Contracting Officer will take each of the following actions:

(1) Review the plan to verify that the offeror demonstrates an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the program and has included all the information, goals, and assurances required by FAR 52.219-9.

(2) Consider previous goals and achievements of contractors in the same industry.

(3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran owned small business concerns.

(4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

(e) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

(End of provision)

### **552.219-73 Goals for Subcontracting Plan. (June 2005)**

(a) Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits.

(1) The General Services Administration's (GSA's) commitment to ensuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran owned small business concerns to participate as subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the offeror's subcontracting plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small Business Subcontracting Plan.

(2) In addressing the eleven elements described at FAR 52.219-9(d), the offeror shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran owned small business concerns in performing this contract. An offeror submitting a commercial plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran owned small business concerns that relate to the offeror's production generally; i.e., for both its commercial and Government business.

(3) The subcontracting plan shall include a description of the offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the offeror shall demonstrate through its plan that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.

(b) GSA believes that this contract provides significant opportunities for the use of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small and service-disabled veteran owned small business concerns as subcontractors. Accordingly, it is anticipated that an acceptable subcontracting plan will contain at least the following goals:

Small Business	25 percent
HUB Zone Small Business	3 percent
Small Disadvantaged Business	5 percent
Women-Owned Small Business	5 percent
Veteran-Owned Small Business	3 percent
Service Disabled Vet.-Owned Small Business	3 percent

**NOTE:** Target goals are expressed as a percentage of planned subcontracting dollars.

(c) In determining the acceptability of any subcontracting plan, the Contracting Officer will—

(1) Review the plan to verify that the offeror has demonstrated an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the programs and has included all the information, goals, and assurances required by FAR 52.219-9;

(2) Consider previous goals and achievements of contractors in the same industry;

(3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran owned small business concerns; and

(4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

(d) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

(End of provision)

## **V. Additional Solicitation Provisions and Instructions**

### **V.A. FAR 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (AUG 98)**

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

### **V.B. FAR 52.211-3 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions (JUN 1988)**

*(Applicable to solicitations that cite specifications not listed in the Index and are not furnished with the solicitation)*

(a) The specifications cited in this solicitation may be obtained from: GSA Specifications Unit at (202) 755-0325. MIL Specifications may be obtained by calling (215) 697-2179.

(b) The request should identify the solicitation number and the specification required by date, title, and number as cited in the solicitation.

## **VI. Method of Award**

### **VI.A. Evaluation of Offers**

(1) The Government will award a contract resulting from this Solicitation to the responsible Offeror whose offer conforming to the Solicitation will be the best value to the Government, Total Evaluated Price and other factors considered. In addition to Total Evaluated Price, the following non-price factors shall be used to evaluate offers:

- (a) Past Experience of Firm
- (b) Past Performance of Firm with Similar Complex Projects
- (c) Experience and Qualification of Key Personnel
- (d) Management Approach and Capabilities
- (e) Apprenticeship Plan
- (f) Project Labor Agreement

(2) Non-Price Factors, when combined, are approximately equal in importance to Total Evaluated Price.

Offeror's initial proposals should contain the Offeror's best terms from a cost or price and technical standpoint. Any exchanges made with Offerors after receipt of proposals will be conducted in accordance with FAR 15.306.

## **EVALUATION FACTOR 1 – PAST EXPERIENCE OF FIRM**

(Past Experience of Firm 25%)

This factor considers the extent of the Offeror's **past experience** as a Prime Construction Contractor, on at least two (2) but not more than five (5) similarly complex construction projects. At least one of the similarly complex projects must have had a construction contract award amount greater than \$30 million. Each project submitted under this factor must have been completed within ten (10) years prior to the date of the RFP's issuance. Projects shall be considered "similarly complex" if they include at least two (2) of the following three (3) characteristics:

1. The project involved a renovation or modernization to an existing, occupied office building, laboratory, hospital, or municipal building that included work on architectural, structural, electrical, mechanical, plumbing, and fire protection systems.
2. The project involved continuity of operation of existing mechanical, electrical and other building systems for occupied portions of the building during construction.
3. The project involved a restricted site with limited space for material staging; maintaining pedestrian and vehicular traffic flow around the site; and minimizing disruption to the ongoing business operations of adjacent facilities or occupied spaces.

Similarly complex projects possessing either of the following two (2) characteristics in addition to those mentioned above will be more favorably evaluated. Possessing both characteristics will result in an additional favorable evaluation.

1. The project involved modernization of an active cafeteria with minimal disruption to ongoing food service efforts.
2. The project involved working within an active secure facility requiring specialized security operations systems and protocols.

The Government will evaluate whether the offeror has construction experience involving similarly complex projects. A project that possesses all 5 of the above characteristics will be considered most similar to the HST Phase 1C. A project that possesses more of the above characteristics shall receive a more favorable evaluation. Additionally, more projects that possess more of the above characteristics shall receive a more favorable evaluation. Submitting more than five (5) projects will not result in a more favorable evaluation. This factor will be evaluated based upon the Offeror's written response to the RFP. However, the Government reserves the right to contact references under this evaluation factor to verify the scope of the project offered.

**Submittal Required by Offeror:**

Submit at least two (2) but no more than five (5) construction projects that demonstrate past experience described above. Do not submit more than five (5) projects. For each project offered under this evaluation factor, the Offeror must include the information below:

Project Title & Description

Name of Reference

Company/Agency

e-mail address

Telephone Number

Contract Number

Type of Contract

Award Amount

Final Construction Contract Amount

Initial Completion Date

Actual Completion Date

**EVALUATION FACTOR 2 – PAST PERFORMANCE OF FIRM WITH SIMILAR COMPLEX PROJECTS**

**Past Performance of Firm with Similar Projects (25%)**

This factor considers the extent of the offeror's past performance as a firm in providing general construction services on similarly complex projects (as defined in the Past Experience of Firm Evaluation Factor) identified by the offeror under the Past Experience of Firm Evaluation Factor. Past performance is a measure of the degree to which an Offeror satisfied its customers in meeting the goals and maintaining budget, schedule, and quality. The Government will assess past performance on the submitted projects to determine if: (1) the Offeror was capable, efficient and effective; (2) the Offeror's performance conformed to the terms and conditions of its contract; (3) the Offeror was reasonable and cooperative during performance; and (4) the Offeror was committed to customer satisfaction overall, and satisfied the owner. The Government will also consider whether the offeror (1) employed successful and cost-effective solutions to routine matters and unexpected difficulties, (2) complied with the contract schedule and budget controls, and (3) effectively coordinated construction. The Government will not evaluate an Offeror's past performance on the basis of the past performance of the Offeror's key personnel. The Government will evaluate the past performance of the offeror based upon reference responses to questions related to past performance. In addition to contacting references provided by the Offeror, the Government may solicit other sources to find references for other relevant, similar work performed by the Offeror. The Government is not obligated to contact all references and may select those most relevant. In accordance with FAR 15.306, the offeror will be given the opportunity to respond to adverse past performance information. In the case of an Offeror without a record of relevant past performance or for whom past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

**Submittal Required by Offeror:**

Under this factor, the Government is evaluating the past performance of offerors for each of the projects identified under the Past Experience of Firm factor. Offerors are encouraged to provide additional information on problems encountered during performance of the projects and the

offeror's corrective actions. Note that the offeror is responsible for the accuracy of the reference information.

The Government intends to contact individuals provided as references to solicit an assessment of the quality of the services provided. Offeror shall describe its past performance for the projects submitted under Evaluation Factor Number 1, Past Experience of Firm.

Provide at least two (2) and no more than four (4) contact names for each project, addresses and telephone numbers and name of project, for a minimum of two (2) of the five (5) projects associated with the Past Experience of Firm evaluation factor. Failure of the Offeror to provide a minimum of two (2) references, and/or the inability of the Government to complete a minimum of one reference check after making a reasonable effort to do so, may result in the Offeror being rated as "inadequate" on the past performance factor.

Offerors are responsible for the accuracy of contact information and GSA reserves the right to contact as many references as necessary. When evaluating past performance, the Government may rely upon other sources of information, including, but not limited to, Federal, state, and local agencies, better business bureaus, published media, and electronic databases

### **EVALUATION FACTOR 3 – EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL**

**Key personnel defined as the following:**

**Construction Executive (CEX), Project Manager, General Superintendant(s), Mechanical/Electrical/Plumbing Coordinator(s), Quality Control Coordinator**

Experience and Qualifications of Key Personnel (15%).

This factor considers the experience and qualifications of the key personnel for the positions to which they will be assigned on the contract.

Key personnel possessing experience on more similarly complex projects will result in a more favorable evaluation.

Professional Registration and/or CMAA certification will result in a more favorable evaluation.

Key personnel having worked together previously on projects will result in more favorable evaluation.

This factor will also consider the availability and corporate commitment of the key personnel.

#### **Submittal Required by Offeror:**

In addition to providing the information required by key personnel, provide a resume with the following information:

- (1) First name, middle initial, last name.
- (2) Name and address of current employer.
- (3) Position title for proposed contract.
- (4) Description of duties and responsibilities projected for the proposed contract.
- (5) Professional qualifications, registrations, certifications, etc.
- (6) Experience on similarly complex projects.

If the key personnel did not work on the any of the projects submitted under Evaluation Factor Number 1, provide contact information for two (2) references with knowledge of the individual's performance (such as the Building Owner or Contracting Official associated with the project). The Government may check the references of some or all of the key personnel to evaluate the success of the key personnel's past performance. Offeror's are also responsible for providing person(s) or firm(s) rendering references with the past performance of firm and past performance of key personnel questionnaires located in this RFP. Person(s)/firm(s) providing the references are to submit completed questionnaires to the Contract Negotiator/Specialist via email at [Terrie.latimer@gsa.gov](mailto:Terrie.latimer@gsa.gov) no later than the proposal due date.

The Government shall consider information obtained from references identified by the offeror and any other sources available to the Government.

**NOTE: FOR PURPOSES OF PRIVACY, PERSONAL HOME ADDRESSES AND TELEPHONE NUMBERS SHOULD NOT BE INCLUDED IN RESUMES.**

#### **EVALUATION FACTOR 4 – MANAGEMENT APPROACH AND CAPABILITIES**

##### **Management Approach and Capabilities (15%)**

This factor considers the firm's management approach and capabilities with respect to the Construction services to be provided for all phases of work required under this solicitation.

##### **Submittal Required by Offeror:**

- (a) Provide a Project Management Plan that explains the operating methods that will enable you to maintain control of the project and project costs, including your approach to scheduling, change orders, drawings, materials, samples, inspection, construction deficiencies, partnering, value engineering, estimating, coordination of contractors, and experience utilizing "sustainable" methods and materials in construction. The plan should demonstrate your understanding of the complexities of the project and its methods to achieve success. The plan should include descriptions of how phased work will be accomplished and how necessary building operations will be maintained. The plan should also include a site logistics plan which addresses

management of vehicular and pedestrian traffic flow within the site and its vicinity plus material handling.

(b) As the corporate structure may undergo unforeseen changes over the course of the project, supply a plan to maintain the corporate approach and keep key positions filled with qualified personnel. The plan should summarize its management style regarding promoting and retaining key project personnel. The plan should indicate how the Offeror intends to maintain a corporate culture with a focus on maintaining a fully loaded and qualified staffing roster for all key roles. Include in the plan the time anticipated for each key position to be spent on-site. The plan should include an organizational diagram indicating the Offeror's disciplines to be subcontracted and the relationships to subcontractors. The Offeror shall designate on-site key personnel who have signatory authority and can bind the contractor in negotiations for changes and signing letters and contract modifications. It should also state which personnel will be involved in partnering sessions.

(c) Supply an example of a detailed Quality Control Plan (QCP) with inspection methodology, frequency, standards enforcement, bench-marking and mockup procedures, and corrective/follow-up measures. The Inspections/Tests section should include each divisional building system/feature and include details for full participation in commissioning for each phase.

(d) Explain the methods for managing change and controlling project costs and delivery. Details for specific examples of projects that were delivered on-time and within budget should be provided, along with a sample resource loaded CPM schedule. An example of a project schedule should indicate a network analysis schedule using "precedence" or "activity" on the arrow diagramming method, showing all major milestones and their relationships, start and completion dates, planned durations, and allowances for normal foreseeable delays due to weather and other anticipated events. The Offeror should indicate its methods, including processing correspondence, for dealing with problems, questions, RFIs, emergencies and other management issues.

(e) Explain the types of Information Management Systems, including ePM, to be used in this contract performance and describe the way you expect to utilize technology to its fullest extent to facilitate the construction. Offeror should describe its experience with, and commitment to, use of AutoCAD and web-based e-PM applications to coordinate with Regional and construction-site GSA staff, the tenants, the A/E, and other involved parties. Offeror's experience and use of Building Information Models (BIM) should be detailed. Offeror should describe its computer capabilities for planning, organizing and controlling the execution of the construction work for this project through use of current electronic technology and applications. The response should include electronic data base(s) to track the following: coordination, development and review of shop drawings to assure compliance with contract requirements; requests for information (RFI's); project safety plan updates; network analysis schedule; methods of tracking and controlling project costs; and techniques for managing issues, problems, questions, emergencies and other areas of concern.

(f) Proposals submitted by large business offerors must include a subcontracting plan in which they are required to discuss and include their actual formal plan for subcontracting with small business firms. The Subcontracting Plan shall be complete with all applicable information set forth clearly and concisely, per the requirements of FAR 52.219-9. If discussions are held, they will include coverage of this plan.

(1) If selected for award, your subcontracting plan should be ready for approval without the need to obtain additional information. Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

(2) Subcontracting Overall Target Participation

An acceptable subcontracting plan will contain at least the following goals: (SDB, WOSB, HZSB, VOSB, SDVOSB, and Other Small Business percentages are subsets of Small Business)

(a) Total Subcontracting Plan	100 percent
(b) Small Business	25 percent
Small Disadvantaged	5 percent
Women-Owned Small Business	5 percent
HubZone Small Business	3 percent
Veteran-Owned Small Business	3 percent
Service Disabled Veteran-Owned Small Bus.	3 percent

(NOTE: Target goals are expressed as a percentage of planned subcontracting dollars.)

(3) Overall Target Participation goals are a summation of all awards to Small Business (SB), Small Disadvantaged Business (SDB), Hub Zone Small Business (HUBZ), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and Women-Owned Small Business (WOSB) concerns at all tiers of the project.

Additional consideration will be given to the extent of the participation of Small, Small Disadvantaged, Women Owned Small, Hub Zone, Veteran-Owned Small, and Service-Disabled Veteran-Owned Small Businesses that exceed GSA's subcontracting goals listed in this RFP. Offerors who are small businesses will receive full credit under this criterion.

(4) The Government will allow the Offeror's Subcontracting Plan to include Overall Target Participation for first, second, third (and etc.) tier subcontracting.

***(This Subcontracting Plan requirement does not apply to small businesses (receipts not exceeding \$33.5 million average annual gross revenues for the last three years; for a joint venture legal firm, such revenues for the firms may not exceed that threshold when combined)).***

**EVALUATION FACTOR 5 – APPRENTICESHIP PLAN**

**Apprenticeship Plan – (10%)**

This factor will consider the proposed Apprenticeship Plan which should demonstrate the Offeror's commitment to provide a labor/trade apprenticeship and training program that will encourage participation from all project participants, safely develop workers' growth in the trades, and regularly measure and report the actual results against the target numbers. The apprenticeship plan should identify the individual responsible for administering the Apprenticeship Program, the number of apprentices by trade, the trade work to be subcontracted or self-performed, the percentage of trade work performed by organizations with Registered Apprenticeship Programs, realistic means to recruit, employ, and train registered apprentice labor during contract performance, and the means to promote new registered apprenticeship programs during contract performance and explain the Safety Training program for apprentices. The Contractor will commit to submitting the quarterly Apprenticeship report.

The plan should also demonstrate how the Offeror shall promote the growth of skilled craft labor through use of an apprenticeship program registered with the United States Department of Labor of State Apprenticeship Council under 29 CFR Part 29.

**Submittal Required by Offeror:**

The Apprenticeship Plan will include the anticipated trades to be subcontracted and those to be self-performed. It will indicate if a trade is to be performed using approved registered apprenticeship programs. Include the anticipated percentage of trades (subcontractors) to be awarded to entities using registered apprenticeship programs (If the Offeror is self-performing trades, identify this information as it applies to such trades). Provide a target number of apprentices (by trade) to be employed under this contract. Include a plan regarding recruitment and training strategies and new apprenticeship programs to be initiated as a result of this contract. Describe the means used to recruit and employ registered apprentice labor. Offeror commits to submitting quarterly Apprenticeship report as required by the RFP.

**EVALUATION FACTOR 6 – PROJECT LABOR AGREEMENT**

**Project Labor Agreement - (10%)**

A proposal submitted subject to the PLA requirements set forth in the Agreement section of this solicitation will receive full credit under this evaluation factor. A proposal submitted not subject to such PLA requirements will receive no credit under this evaluation factor.

**VI.B. Determination of Responsibility**

In order to be considered responsible, an Offeror must demonstrate that it meets the requirements of FAR 9.104-1. The Contracting Officer's determination of an Offeror's responsibility or non-responsibility may be based upon any information obtained by the Contracting Officer, and is independent of the evaluation of offers set forth herein.

**VI.C. Price Reasonableness**

All offers must include reasonable prices. The Contracting Officer may reject all offers containing prices determined to be unreasonably high.

**VI.D. Unbalanced Prices**

All offers must include balanced prices. If this Solicitation requires unit prices or option prices, the Contracting Officer may reject any proposal determined to be unbalanced with respect to such prices. A proposal may be deemed unbalanced if the Base Contract Price, unit prices, or option prices vary so markedly from either the Government estimate or the range of such prices contained in competing offers as to materially reduce the effectiveness of the Total Evaluated Price formula in determining the potential cost of an offer in comparison to other, balanced, offers.

**VI.E. Total Evaluated Price**

Total Evaluated Price shall be calculated using the prices and the formula indicated in the Agreement under Price Proposal.

**VI.F. Evaluation of Joint Venture Offerors**

In the evaluation of responsibility and non-price factors, information submitted for a party to the joint venture will only be evaluated to the extent that the terms of the joint venture agreement do not limit such party's performance or financial obligations as a party to the Contract contemplated by this Solicitation.

**VI.G. List of Attachments**

**Attachment 1 - Organization's Past Performance Questionnaire**

**Attachment 2 - Individual's Past Performance Questionnaire**

**Attachment 3 - Goals for Minority Participation**

**Attachment 4 - Davis-Bacon Wage Determination**

**Attachment 5 - Information on Security Clearance Requirements**

**Attachment 6 - Instructions to obtain Construction Documents CD**

**Attachment 7 - Forms**